

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

Interior Flooring - Clinic Project

NISQUALLY INDIAN TRIBE

Prepared By:
Nisqually Health Department
Stacy Gouley, Deputy Health Services Director
4820 She-Nah-Num Drive
Olympia WA. 98513



REQUEST FOR PROPOSAL
RFP# 2019-HC-F01

DATE: September 4, 2019

The Nisqually Health Department on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for the Clinic Interior flooring project. Minority and disadvantaged companies are encouraged to submit proposals. Contact information for Stacy Gouley is phone: 360.413.2706 OR stacy.gouley@nisquallyhealth.org

VIABLE CONTRACTORS: To be awarded this project CONTRACTOR, of the winning bid, must be current will all taxes, insurances, bonding and licensing. Contractor must be competent completing commercial floor applications. Failure to comply will result in bid rejection.

SEALED PROPOSALS: Vendors will deliver two applications to the following address either by hand, delivery service or by US postal:

Nisqually Indian Tribe
4820 She-Nah-Num Drive SE
Olympia WA. 98513
Phone: 360-456-5221
Attn: Jill Wall
Financial Services - Contracts

CLOSING DATE FOR SUBMITAL SHALL BE Wednesday, September 25, 2019 by 5PM
Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Health Director.

- Please mark the envelopes clearly with Sealed RFP Clinic Interior flooring project # 2019-HC-F01
- Questions may be directed to Stacy Gouley, Deputy Health Services Director, 360-456-5221 or e-mail at stacy.gouley@nisquallyhealth.org

Thank you for your Interest

Definitions: **“Tribe”** **is Nisqually Indian Tribe**
 “Bidder” **an individual or business submitting a bid to Nisqually Tribe**
 “Contractor” **One who contracts to perform services in accordance with a contract**

1. PROPOSAL TERMS

- A. The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service(s), and other factors in accordance with the Tribal Bidding Procedure policy. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe’s specifications and needs.
- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.
- C. The price quotations stated in the bidders proposal will not be subject to any price increase from the date on which the proposal is opened at the Tribal headquarters to the mutually agreed-to date Bid. Change orders must be approved by the Health Services Director prior to execution.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP maybe adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP.

2. SCOPE OF SERVICES

The health clinic was built in the mid 1990's largely through tribal financing. The flooring in the building is approaching 25 years old. Flooring has become old and worn, and is starting to delaminate. This creates health and safety issues for clients and occupants. Flooring includes sheet linoleum and rug areas.

The Contractor must be competent completing commercial floor applications; will be coordinating carpet and linoleum patch replacements.



Cost is an "order of magnitude" estimate, and is based on prevailing local contractor costs for similar work. Cost should include labor and materials, tribal TERO fee, and inspection costs. Change orders must be approved by Health Services Director prior to execution

The vision of this project has evolved to patch hazardous areas and decrease impact to patient services.

The successful contractor will commit to completing this project in a 5-6 week period. The Contractor will coordinate this project with multiple programs within the health clinic.

The successful contractor will be expected to meet the following duties and responsibilities:

1. Work evenings and/or weekends.
2. Provide a timeline to complete the various program flooring projects
3. Prevent further hazards while completing phases of projects.

Site is available for inspection for accuracy of the bid proposal please contact the Health Department to schedule a walkthrough

Please itemize Labor, material costs and TERO tax on Bid

CONTRACT PROVISIONS

REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Deputy Health Service Director and confer with them as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractors name.

Section 3 – All reports made in connection with these services are subject to review and final approval by the Health Director.

Section 4 – When Applicable, the Contractor will submit a final written report to the Health Director.

Section 5 – After reasonable notice to the Contractor, the Tribe may review any of the Contractor's internal records, reports, or insurance policies.

PERSONNEL

Section 1 – The contractor will provide the required services and will not subcontract or assign the services without *prior* written approval of the Health Director.

Subcontractors, as well as primary contractors, are subject to the TERO ordinance and the Tribe's Native American preference policy (detailed below.) This ordinance applies to all sub tiers as well.

INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents volunteers and employees from any and all liabilities, claims, liens fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractors own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

NATIVE AMERICAN PREFERENCE/TERO

The Nisqually Tribe's Native American preference in contracting policy will be used to select the winning bid.

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) is in effect for this project. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.
- 1.75% Employment Rights tax on all contracted projects.

TERO also applies to subcontractors and all sub tiers.

It is the responsibility of the bidder to contact the TERO officer.

Nisqually TERO; Dan Derickson

(360) 456-5221 ext.1273

derickson.dan@nisqually-nsn.gov

TRIBAL HISTORIC PRESERVATION OFFICER REQUIREMENTS

- THPO requires 30 day notice prior to any ground disturbances or tree removal to ensure for review and determination of what level of survey is needed to better protect the cultural, historical, and archaeological resources of the TRIBE. A THPO



Nisqually Indian Tribe
Squally-Absch People of the river, people of the grass

representative shall be present at all dig sites, regardless of size or depth of dig, in order to prevent any damage to known or potential cultural resource sites. THPO laws, regulations and executive orders are in effect.

INSURANCE REQUIRMENTS

- Contractor is required to provide proof of current workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance.
- Contractor will provide proof of Commercial General Liability Insurance stating adequate coverage for project.
- Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance.